

AG Contract No. KR96-2629TRN
ADOT ECS File No. JPA 96-179
Amendment One
COS No. **1997-069-COS-A1**
Project: **Canal Bank Improvements
Enhancement**
Project No. TEA-SCT-0(203)A
TRACS No. **SL621 01C**

AMENDMENT-ONE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SCOTTSDALE

THIS AGREEMENT is entered into April 10, 2007, Attorney General No. KR96-2629TRN, Original Agreement filed with the Secretary of State, July 23, 1997, pursuant to Arizona Revised Statutes, Sections 11-951 thru 11-945, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SCOTTSDALE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

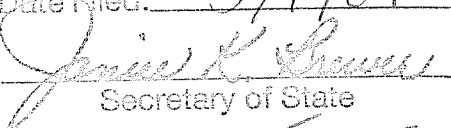
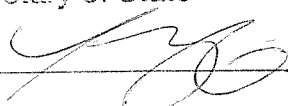
2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The Parties hereto have determined it is necessary to amend the original Agreement and hereby agree to amend JPA 96-179 in accordance with the terms and conditions hereof.

Section 1, Article I, Recitals, Paragraphs 6, 7, and a new Paragraph 8 is added, all to read as follows:

6. The City, in order to obtain federal funds for the construction of the project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by FHWA, and such additional City funds as may be needed to construct the project in excess of the federal and local matching funds.

7. The work embraced in this Agreement and the estimated cost are as follows: Construct a concrete shared-use pathway providing access from the existing canal pathway on the east and west side of Goldwater Boulevard to an existing pedestrian underpass below the boulevard and south of the Canal. To meet AASHTO standards, the project scope further includes increasing the ceiling height of the underpass and installing lighting.

NO. 21736
Filed with the Secretary of State
Date Filed: 5/1/07

Secretary of State
By: 

Estimated Project Cost	\$ 596,000.00
5% Change Order Contingency	\$ 30,000.00
Estimated Construction Cost	\$ 626,000.00
Federal Aid Funds (capped)	\$ 400,000.00
City Matching Funds	\$ 22,000.00
City Additional Funds	\$ 204,000.00
Total City Funds	\$ 224,000.00

8. The State and FHWA have concurred approved the request from the City's Capital Projects Management Division to self-administer design, bidding and construction of their project.

II. SCOPE OF WORK

Paragraphs 1a, 1b, 2 and 7 are hereby amended to read as follows:

1.a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State will notify the City that they may proceed to advertise for, receive and open bids, and subject to the concurrence of the City, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for by the City in accordance with the approved contract documents. Further, the City will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request up to the maximum federal funds available.

1.b. Should unforeseen conditions or circumstances increase the estimated construction cost of said work required by a change in the extent or scope of the work called for in this Agreement, it is understood and agreed that the City will be responsible for any overage.

2. No more than monthly and within thirty-days (30 days) after receipt and approval of an invoice from the City with proof of contractor payment attached, the State will reimburse the City for the direct actual costs for the Project not to exceed the available federal funds.

7. The City will provide personnel to administer and supervise construction. All construction project change orders are to be copied to the State. Changes in the project scope will require prior approval of the State.

The following language is to be added to this Agreement under the Scope of Work, paragraphs 9, 10, 11, & 12.

9. The State will not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement. Furthermore, the City shall furnish all water for landscape installation during the construction phase, a Point of Connection "POC" for the irrigation system, and all water thereafter necessary to properly maintain the landscape, all at the City's expense. The City will also provide an electrical "POC" in the project area for the purpose of providing all electrical power for the irrigation system, lighting, and outlets if applicable.

10. The City agrees to perform landscape maintenance consisting of the care of all landscaping in accordance with accepted horticultural practices; keeping all areas weed-free including free of grass and litter, applying irrigation water, furnishing and applying insecticide/herbicide dust and sprays to combat diseases and other pests; pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project. The City also agrees to maintain the pathway, and keep it free of debris providing safe access to pedestrians.

11. The City agrees to allow inspections by the State, provide records or audit any books of the City in order for the State to assure that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and federal government.

12. The City agrees to allow free public access to the project improvements.

EXCEPT AS AMENDED HEREIN, ALL OTHER terms and conditions of the Original Agreement shall remain in full force and effect.

All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

City of Scottsdale
City Engineer
7447 E. Indian School Rd.
Scottsdale, AZ 85251

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form

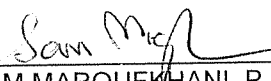
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF SCOTTSDALE

STATE OF ARIZONA

Department of Transportation

By 
MARY MANROSS
Mayor

By 
SAM MAROUFKHANI, P.E.
Deputy State Engineer Development

ATTEST:

By 
CAROLYN JAGGER
City Clerk

G: 96 JPA 96-179
City of Scottsdale, Enhancement Program
Pathway Goldwater Boulevard
Draft January 2, 2007-ly
Revised January 22, 2007 (Scottsdale comments incorporated)
Revised February 21, 2007-ly
Final March 6, 2007-ly

RESOLUTION NO. 4788

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SCOTTSDALE, MARICOPA COUNTY, ARIZONA,
APPROVING INTERGOVERNMENTAL AGREEMENT NO.
970069 WITH THE ARIZONA DEPARTMENT OF
TRANSPORTATION

WHEREAS, the Waterfront Redevelopment Area was established by the Council in February 1993 to encourage and facilitate rehabilitation of the area through water-oriented redevelopment; and

WHEREAS, important elements of such water-oriented redevelopment are bridge connections over the Arizona Canal; and

WHEREAS, one such planned bridge over the canal has been designed by Paolo Soleri, internationally acclaimed architect; and

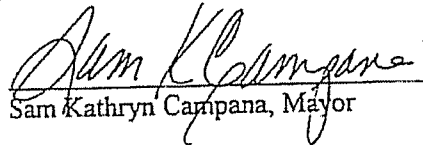
WHEREAS, funds for construction of the bridge are available through an Intermodal Surface Transportation Enhancement Act grant, to be administered by the Arizona Department of Transportation; and

WHEREAS, City and ADOT staff have negotiated a proposed Intergovernmental Agreement to provide for contract administration and the shared funding of the construction of the bridge; and

WHEREAS, the Council finds that such agreement would be in the best interests of the citizens

NOW, THEREFORE, let it be resolved that Council hereby approves and authorizes the execution of proposed Intergovernmental Agreement No. 970069 with the Arizona Department of Transportation.

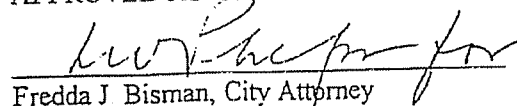
PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 16th day of June, 1997


Sam Kathryn Campana, Mayor

ATTEST:


Sonia Robertson, City Clerk

APPROVED AS TO FORM:


Fredda J. Bisman, City Attorney

ATTORNEY APPROVAL FORM
FOR THE CITY OF SCOTTSDALE

INTERGOVERNMENTAL AGREEMENT DETERMINATION


I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and CITY OF SCOTTSDALE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned CITY Attorney who has determined that it is in proper form and within the powers and authority granted to CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated March 28, 2007

Clifford J. Fry

Attorney

<p>TERRY GODDARD Attorney General</p>	 <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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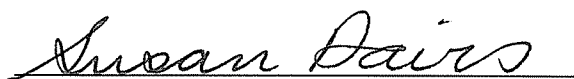
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-2629TRN (**JPA 96-179**), Amendment No. One, an Agreement between public agencies, i.e., The State of Arizona and The City of Scottsdale, has been reviewed pursuant to A.R.S. § 11-951 through 11-954, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 10, 2007.

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:smb:940464
Attachment